

The complaint

Mrs Y has complained Freemans plc, trading as Curvissa, is asking her to repay a debt she says isn't hers.

What happened

Mrs Y's husband was ill for some time, and she was his carer. During this period she set up a direct debit to pay for a debt with a third-party debt collection agency (who I'll call L).

After her husband's death, she didn't believe this debt was hers and cancelled the direct debit. She complained to L, and then Curvissa whose catalogue debt this was. Curvissa believed Mrs Y had taken out the original credit agreement, bought a number of items and never paid for these. They believed she was liable for the debt.

Mrs Y brought her complaint to the ombudsman service. Our investigator reviewed the limited evidence still available (as the original credit was taken out in 2017). She believed the evidence showed items were delivered to Mrs Y's address so, taking everything into account, wasn't going to ask Curvissa to do anything further.

Unhappy with this outcome, Mrs Y has asked an ombudsman to review her complaint.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I've reached the same outcome as our investigator. I'll explain why.

Firstly I can see the credit agreement was taken out in May 2017. A considerable time has passed. At the time, Mrs Y was her husband's carer. The details provided to Curvissa include Mrs Y's name and home address, as well as her own date of birth. A large number of items were delivered to her address. Curvissa has also provided us with records of online chats the account-holder held with Curvissa to discuss some of these items. Some items were returned.

It's certainly the case that the email address set up originally is not one Mrs Y appears to currently use. But we consider the whole range of evidence provided to us to decide what seems most likely.

In this case I can see Mrs Y denies taking out this account or ever having things delivered to her address, but this doesn't match up with the evidence I've reviewed. It would also be unusual for a fraudster to return items if they'd taken out an account fraudulently. This is a level of diligence that's unusual.

Mrs Y has not expanded further on her personal circumstances at the time, but it could be possible that because of the massive stress she must have been under, whilst caring for her husband, that she's now unable to remember all of the details of taking out this account. I also accept that she may always have meant to pay her account but her circumstances at

the time made this difficult.

I note Mrs Y subsequently set up a direct debit with L to pay the outstanding debt. I appreciate she had other things on her mind, but I think it is odd to have done this if she was sure at the time that these were not items she'd ordered.

Taking all the evidence into account, I think it's most likely Mrs Y took out the original credit agreement. Curvissa can continue to hold her liable for the outstanding debt.

My final decision

For the reasons given, my final decision is not to uphold Mrs Y's complaint against Freemans plc, trading as Curvissa.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs Y to accept or reject my decision before 11 September 2023.

Sandra Quinn
Ombudsman